

AGREEMENT

Between

**OTTUMWA LIBRARY
BOARD OF TRUSTEES**

And

AFSCME/IOWA LOCAL 3659-2

July 1, 2004

to

June 30, 2007

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AGREEMENT

This Agreement, is entered into this 1st day of July, 2004, by and between Ottumwa Library Board of Trustees, herein referred to as "Employer", and Local 3659-2, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, rates of pay, hours of work and other topics as provided in Section 9 of Chapter 20, Code of Iowa, for all employees in the following described unit as certified by the Public Employment Relations Board on September 19, 2000, in Case No. 6182:

Included: All full-time and regular part-time employees including **Professional employees:** Children's Librarian, Reference Librarian, Systems Administrator/Cataloger; **Nonprofessional employees:** Assistant Systems Administrator/Circulation, Desk Attendant, Periodicals/Shelver, Chief Adult Circulation and Maintenance, Bookkeeper/Secretary.

Excluded: Library Director, Guards, Supervisors, Confidential Employees, and all others excluded by the Iowa Public Employment Relations Act.

ARTICLE 2 EMPLOYER RIGHTS

Consistent with this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

- a) Direct the work of its employees;
- b) Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies;
- c) Suspend, discipline or discharge employees for proper cause;
- d) Maintain the efficiency of governmental operations;
- e) Relieve employees from duties because of lack of work or for other legitimate reasons;
- f) Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted;
- g) Take such actions as may be necessary to carry out the mission of the Employer;
- h) Initiate, prepare, certify and administer its budget;
- i) Exercise all powers and duties granted to the Employer by law.

ARTICLE 3 DEFINITIONS

A **regular full-time** employee is one who normally works an average of 40 hours or more per week or an average of 80 hours in the two week time period.

A **regular part-time** employee is one who normally works less than 40 hours per week on a regularly scheduled basis. Regular part-time employees are not eligible for any fringe benefits including vacation, holidays, sick leave, or insurance, unless otherwise provided herein.

A **temporary** employee is one who is hired for a period of four months or less.

ARTICLE 4 UNION RIGHTS

- 4.1 The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.
- 4.2 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aide, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

- 5.1 A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this Agreement. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the person or entity designated for each step on forms furnished by the Union and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance.

An aggrieved employee shall have the right to a Union representative appointed by the Union.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

Grievance Steps

Step 1. An employee and/or Union Steward shall present the grievance in writing to the Library Director within seven (7) calendar days following the occurrence or within seven (7) calendar days of when the employee knew or should have known of its occurrence. Upon request of the Union and/or grievant, the parties shall meet at an agreed upon time and date with the employee, union representative(s), employer representative(s), and Library Director in an attempt to resolve the grievance. The Library Director will answer the grievance in writing within seven (7) calendar days of the meeting.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union representative shall present the grievance in writing to the Chair of the Library Board of Directors or his/her representative within seven (7) days following the Library Director's written answer. Within fourteen (14) calendar days, the Chair and his/her designated representative will answer the grievance in writing to the Union representative.

Step 3. If the grievance is not settled in Step 2 and the subject of the grievance is not within the authority of the Library Board of Directors to resolve (such as insurance benefits), the aggrieved employee and/or Union representative shall present the grievance in writing to the City Administrator of Ottumwa, or designee, within seven (7) days following the written answer of the President of the Ottumwa Public Library Board of Trustees. Within fourteen (14) calendar days, the Administrator and his/her designated representative will answer the grievance in writing to the Union representative.

Step 4. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within twenty (20) calendar days after the Union representative's receipt of the Employer's answer given in Step 2. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union.

5.2 All joint Employer and Union grievance or negotiation meetings will be held at times and places mutually agreeable to the parties. All grievance investigations are to be done during the employee's non-working time, unless expressly approved otherwise by the Library Director.

5.3 All grievances must be taken up promptly and awards or settlements thereof shall in no case be retroactive to seven (7) days prior to the date the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived and may not be pursued further. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance is not timely answered by the Employer, it may automatically be referred to the next step.

- 5.4 For the purposes of selecting an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Public Employment Relations Board to submit a seven (7) member of arbitrators. By mutual agreement, the parties may request a second list of arbitrators if the first list is unacceptable. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The winner of a coin toss will determine which party strikes the first name.
- 5.5 The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.
- 5.6 The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of the Agreement to the facts of the grievance presented. The arbitrator's decision shall be final and binding.
- 5.7 The time limits as set out in this Article may be extended or modified by mutual agreement of the parties. Any extensions or modifications of the time limits shall be in writing.
- 5.8 All grievance meetings under this Article are to held in private and are not open to the public.
- 5.9 Employees selected by the Union to act as the Steward who may represent employees shall be certified in writing to the Employer by the Local Union. Any time spent investigating and processing of grievances will be done on the Steward's own time unless otherwise approved by the Library Director.

ARTICLE 6

SENIORITY

- 6.1 Seniority means an employee's length of continuous service with the Employer since the employee's last date of hire. A list showing the employee's date of hire will be posted by July 1 of each year.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated if the employee quits, is discharged, or

retires. Seniority rights will also be forfeited if the employee is absent from work for any reason, except for layoff, for a period of one (1) year.

6.2

Reduction of Force

In the event the Employer determines that employees will be laid off, the Employer will consider performance and qualifications in making their determination. When these considerations are equal between or among affected employees, seniority will govern.

The Employer will give at least two weeks notice to the affected employee(s). While on layoff, an employee is not eligible for holidays or any other benefits. Vacation and sick leave do not accrue during a layoff. All accrued vacation and compensatory time due the employee shall be paid at the time of layoff.

When a vacancy occurs, employees on layoff will be returned to work on the basis of seniority, if they are qualified to perform the work available. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. Seniority and the employment relationship will terminate if the employee fails to report to work within (15) calendar days after being notified to return to work or the employee is not recalled within two years of the date of the layoff.

6.3

Job Vacancy

No vacancy in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of three (3) calendar days to give current employees the opportunity to apply for such positions and to have their application considered before qualified applicants outside shall be considered.

6.4

Temporary Transfers

If the Employer transfers or assigns an employee to a higher job classification and the employee works continuously in the higher classification for a period in excess of five (5) days, the employee will be paid at the higher rate of pay for the duration of the temporary assignment. If the Employer assigns an employee to a position with a lower rate of pay, the employee will continue to receive his/her current rate of pay.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.1

The Employer shall establish the hours of work as determined by it to best provide the service to be rendered and to accommodate the public being served. It is understood and agreed that the work schedules for all

employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agree that the Employer shall have the right to reduce, extend, or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer.

- 7.2 Regular full-time employees shall normally work an average of forty (40) hours per week. Work schedules showing the employee's shifts, workdays and work hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted at least one week in advance of such change.
- 7.3 Lunch and Break Periods. Unpaid lunch breaks of ½ to 1 hour for full-time employees will be established and scheduled by the Director. Providing the workload and patron demand permit, full-time employees may take two fifteen (15) minute paid rest breaks per day. Normally, paid rest breaks will be taken at or around the middle of each ½ shift. Lunch and rest breaks for part-time employees will be established and scheduled by the Director.
- 7.4 Overtime. Overtime shall be paid for at the rate of time and one and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in the seven (7) day work period.
- 7.5 Vacation, sick leave and holiday pay shall not be counted for the purpose of computing overtime.
- 7.6 Call Back Time. An employee called into work outside of his/her regular scheduled shifts for building maintenance purposes shall be paid for a minimum of two (2) hours of work for each call back at the appropriate rate of pay.

ARTICLE 8

SICK LEAVE

- 8.1 **Accumulation.** Sick leave shall be accrued by a full-time employee at the rate of twelve (12) hours per month to a total of 120 days. Sick leave will be paid for on the basis of an employee's normal workday.
- 8.2 Part-time employees are eligible for pro-rated sick leave on the employee's annually budgeted number of work hours to a total of one hundred (120) work days.
- 8.3 **Use of Sick Leave.** Sick Leave with pay shall be allowed to be used when the employee is incapacitated by a non-work-related illness or injury and thus unable to work or the employee is absent for the employee's medical,

dental or optical appointments. An employee may use up to three (3) days of sick leave for the serious illness or medical appointments of the employee's spouse, child or parent. Sick leave granted, in this instance, is at the Director's discretion. Sick leave may not be used for any purpose other than those listed above. Sick leave may be used in hourly increments.

An employee may be required to submit a doctor's certificate verifying the illness or disability of the employee. If an employee is absent from work three (3) consecutive days, a written physician's statement will be required. Any employee found to have abused the sick leave privilege by misrepresentation or falsification shall be subject to disciplinary action.

- 8.4 **Notification.** When absences due to sickness are necessitated, the employee shall notify the Director or his/her designee no less than thirty (30) minutes prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, may result in the employee being considered absent without leave, and subject to disciplinary action.
- 8.5 **Date of Employment.** An employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th of the month will begin to accrue sick leave on the first day of the month following his/her employment.
- 8.6 **Personal Leave.** Employees may use up to five (5) days of sick leave per year for personal reasons. The five days may be used in hourly increments. Personal days do not accumulate.
- 8.7 **Payout of Sick Leave at Retirement.** Employees who were hired before 8/18/93 are eligible to be paid for up to sixty (60) days of accumulated sick leave upon retirement.

ARTICLE 9 FUNERAL LEAVE

- 9.1 In the event of death in the family of an employee, the employee shall be granted an absence of up to three (3) days with full pay to make household arrangements or to attend funeral services. Regular part-time employees will be eligible for funeral leave on a pro-rated basis based upon the number of hours budgeted in each fiscal year.

For the purpose of this article the employee's family shall include the following: the employee's spouse, child, parent, sister, brother, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, aunt,

uncle and legal dependents. The terms brother and sister shall include a half-brother and half-sister.

- 9.2 Only scheduled workdays missed will be paid for at the rate of the employee's normal daily hours of work times the employee's straight time hourly rate, excluding any premium rate. No payment will be made during vacations, holidays, layoff or leaves of absence. In no event shall the paid funeral leave extend more than one workday after the day of the funeral.
- 9.3 Only days absent which would have compensable workdays will be paid. No payment will be made during vacations, holidays, layoff or other leaves of absence. Payment shall be made on the basis of the employee's normal workday's pay.

ARTICLE 10 HOLIDAYS

- 10.1 Regular full-time employees are eligible for the following paid holidays:
- New Year's Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Day
 - Last Working Day before or after Christmas designated by the Mayor
 - Employee's Birthday
- 10.2 Part-time employees are eligible for pro-rated holiday pay for the same holidays as full-time employees.
- 10.3 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full workday immediately after such holiday.
- 10.4 Employees on unpaid leave of absence or layoff will not receive holiday pay. An employee on paid sick leave or paid vacation qualifies for applicable holiday pay.
- 10.5 If a holiday falls on a Saturday or Sunday, staff not scheduled to work will be granted an additional day off within the pay period, selected by the employee with approval of the Director.

ARTICLE 11 OTHER LEAVES OF ABSENCE

Jury Duty. The Director may authorize leave with pay for full-time employees for appearance in court as a member of the jury, or when required to appear as a witness, unless employee instigates the court proceedings, then said employee shall not be paid. When an employee appears during regular working hours and receives full pay from the City, any pay that the employee might receive, except for mileage from the Court, will be turned over to the City Clerk's office.

Military Leave. Employees are eligible for military leave in accordance with state and federal law.

Unpaid Leave of Absence. Employees may request an unpaid leave of absence if they have exhausted all applicable paid leave. Applications for unpaid leave must be made in writing and shall state the reasons for the leave and inclusive dates. Approval of unpaid leave is at the discretion of the Library Director.

During an unpaid leave of absence an employee receives no compensation; does not accrue sick leave, vacation or other benefits. The Employer does not contribute to IPERS and the employee must pay the full cost of the health insurance premiums.

ARTICLE 12 VACATION

- 12.1 Regular full-time employees shall earn and accrue vacation time and pay according to the following schedule:

Years of Service with Ottumwa Library	Vacation
Years 1 – 5	1 day/month (12 Days/Year)
Years 6 – 10	1.5 days/month (18 Days/Year)
Years 11 +	2 days/month (24 Days/Year)

- 12.2 Part-time employees are eligible for pro-rated vacation based on the employee's annually budgeted number of work hours.

- 12.3 **Scheduling.** Vacation requests must be submitted at least two (2) weeks in advance and must be approved by the Director. Requests with shorter

notice may be granted at the discretion of the Director. Vacation may be taken in hourly increments.

- 12.4 Upon resignation or termination after one (1) year of service, and with a two (2) week notice, an employee shall be paid on a pro-rata basis for all unused vacation left at the time of termination.
- 12.5 Vacation pay will be at the employee's normal pay for the week for which he/she would have been regularly scheduled to work.
- 12.6 If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day of paid vacation.
- 12.7 **Carryover.** Vacation not taken within the employment year or the six month period following an employee's employment anniversary date does not accumulate, but is lost.

ARTICLE 13 INSURANCE

- 13.1 **Medical/Dental Insurance.** The Employer shall pay eighty (80%) per cent of the monthly single premium for a medical/dental insurance plan for each eligible regular full-time employee and the employee shall pay twenty (20%) per cent of the single premium cost. If an employee wishes to cover his/her eligible dependents under the medical program, the Employer shall pay eighty (80%) per cent of the family premium and the employee shall pay twenty (20%) per cent of the family premium. Dependent dental premium coverage is not available. The employee's share of monthly premium costs shall be paid by means of payroll deduction.
- 13.2 **Life Insurance.** All eligible regular full-time employees shall receive life insurance equal to the employee's annual salary, raised to the next highest \$1,000.
- 13.3 The insurance program referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer, consistent with City of Ottumwa bargaining unit employees.
- 13.4 The Employer will pay the premium required in Section 1 for the first one (1) month following an employee being laid off.

ARTICLE 14 DUES CHECKOFF

Upon receipt of a lawfully executed written authorization form from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues from each paycheck and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Union, with an accompanying list of employees in the bargaining unit, identifying from whom payroll deductions were made. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Employer shall require thirty (30) days from the receipt of the written authorization before the first deduction can be made. The requests or forms authorizing dues to be deducted shall be provided by the Union.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this dues check off clause.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 15 GENERAL PROVISIONS

- 15.1 **Work Rules.** The Employer will provide employees with a copy of any work rules put into effect. Any changes will be posted fourteen (14) days before implementation. A copy will be provided to the AFSCME representation.
- 15.2 **Mandatory Meetings/Training.** Employees will be reimbursed for meeting/training expenses according to Employer policy. Hours spent at meetings/training sessions and travel time will be compensated according to the provisions of the Fair Labor Standards Act.
- 15.3 **Union Visitation.** Representatives of the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises, at mutually agreeable times. The Employer shall designate an available visitation area that will not disrupt normal operations of the facility. Bargaining unit employees, including stewards and representatives, shall not conduct any Union activity or business on Employer time.

- 15.4 **Bulletin Board.** Bulletin board space shall be provided which may be used by the Union or employees for posting of Union notices relating to Union meetings or other bona fide Union business.
- 15.5 **Personnel Files.** Employees wishing to review the contents of his/her personnel file may do so at a time mutually agreed upon by the employee and the Director. Employees may request a copy of the contents of his/her file and may be charged a reasonable fee to copy the requested items.

ARTICLE 16 SAVINGS

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 17 JOB CLASSIFICATIONS AND WAGE RATES

Reference is made to Appendix A, **Wage Schedule**. By this reference, Appendix A becomes part of this Agreement. When an employee is permanently promoted or transferred to a position in a higher range, he/she will be placed on the step which provides the same or an increased wage rate.

ARTICLE 18 DURATION OF AGREEMENT

This Agreement supercedes and cancels all previous agreements and practice between the Employer and the Union, and constitutes the entire agreement between the parties and concludes bargaining for its term. This Agreement may be reopened for the reconsideration of specific Articles and/or Sections only upon written mutual agreement of the parties at anytime during the term of this Agreement.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so by certified mail, return receipt requested addressed as follows:

If by the Employer to the Union:	Steve Siegel AFSCME 411 N. Court Ottumwa, Iowa 52501
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If by the Union to the Employer:	Library Director City of Ottumwa Public Library
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102 West 4th St.
Ottumwa, Iowa 52501

THIS AGREEMENT shall be effective from July 1, 2004, and shall continue to remain in full force and effect until its expiration on June 30, 2007.

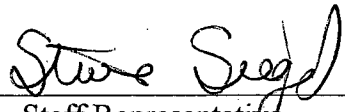
Signed this 28 day of May, 2004

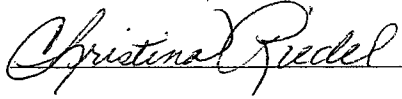
EMPLOYER
OTTUMWA PUBLIC LIBRARY

By 
Chair, Board of Trustees

By 
Library Director

UNION
AFSCME 3659-2

By 
Staff Representative

By 

By 

By 